

**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION AT BENGALURU URBAN**

C.C. _____ /2025

BETWEEN:

Mr. Krishna.

...COMPLAINANT

AND

Online Scooter Pvt Ltd.

...OPPOSITE PARTY

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Bengaluru

Date:

Advocate for Complainant

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PROFORMA FOR FILING CONSUMER COMPLAINT

Consumer Complaint No.	
Name and address of the Complainant with telephone number(s) and e-mail:	Mr. Krishna Son of Mr. Rama, Aged about 25 years, Residing at: No.20, Meadows Apartments, Majestic, Bengaluru- 560002. Phone: 1234567890 Email: krishna@gmail.com
Total Consideration paid	Rs.1,10,000/-on 10.10.2025
Nature of the consumer dispute involved	Automobiles/Electric Vehicle
Project Name	Not Applicable
For Refund/Possession/return of principal amount/ interest.	Not Applicable
Please Specify Section Section 35(l)(a) or Section 35(l)(b) or Section 35(l)(c)	Section 35 (l)(a)
If the consumer dispute relates to a housing or land development project, details of the pending Consumer Complaint(s), if any, in respect of the same project.	Not Applicable
If the consumer dispute relates to a housing or land development project.	Not Applicable

Details of any pending/disposed of Consumer Complaint, if any, involving identical question of law.	Not Applicable
Date of Cause of action	07.10.2025
Delay, if any, computing the period of limitation, from the date of the cause of action:	Not Applicable
In case of any delay, whether any application for condonation of delay in filing the Consumer Complaint is filed, is attached, with Notarised affidavit.	Not Applicable
Whether the documents filed are attested true copies?	Yes
Whether English translations of all the documents in vernacular, are filed?	Not Applicable
Telephone Number(s) (Landline as well as Mobile) and e-mail address(es) of the Opposite Party(ies):	Email: Landline:
Name, address, telephone Nos. and e-mail address of the Advocate for the Complainant:	Mr. Address: E-mail: Ph:

VERIFICATION

I, Krishna, the Complainant, above mentioned, do hereby verify that the information provided herein above is true and complete in all respects and nothing material has been concealed therefrom.

Bengaluru
Date:

Complainant

**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
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AND

Online Scooter Pvt Ltd

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SYNOPSIS OF DATES AND EVENTS

Date	Events
10.10.2025	The Complainant purchased Scooter bearing Registration No. KA-01-TT-1000 for ₹1,00,000/- The Scooter is delivered by the OP to the Complainant. The warranty period is for 5 years from date of purchase.
25.10.2025	The Complainant's Scooter suddenly stopped working and displayed "System Error". The Complainant contacted OP's customer care but no proper resolution was given. Hence, the Complainant was constrained to arrange towing Services by paying ₹2,000/-.
27.10.2025	The OP' service centre staff raise an Invoice for a sum of Rs.18,000/- even though the Scooter is well within warranty period. When the Complainant protested regarding arbitrary levy of charges during warranty period, the OP refused to return the Scooter.

28.10.2025	The Complainant makes a payment of Rs.18,000/- under protest so as to secure the possession of the Scooter from the OP's service centre.
29.10.2025	The Complainant issued Legal Notice seeking refund and compensation. There is no reply from the OP. Hence, this Complaint.

Bengaluru
Date:

Advocate for Complainant

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C.C/ _____ /2025

BETWEEN:

Mr. Krishna.

...COMPLAINANT

AND

Online Scooter Pvt Ltd

...OPPOSITE PARTY

MEMO OF PARTIES

BETWEEN:

Mr. Krishna
Son of Mr. Rama,
Aged about 25 years,
Residing at: No.20,
Meadows Apartments,
Majestic, Bengaluru- 560002.
Phone: 1234567890
Email: krishna@gmail.com

...COMPLAINANT

AND:

Online Scooter Pvt Ltd,
Having its registered office at:
No.100, 9th Block, 8th Main,
J.P Nagar, Bangalore-560024.
Represented by its Director.

...OPPOSITE PARTY

Bengaluru
Date:

Advocate for Complainant

**BEFORE THE HON'BLE CONSUMER DISPUTES REDRESSAL
COMMISSION AT BENGALURU URBAN**

C.C. _____ /2025

BETWEEN:

Mr. Krishna
Son of Mr. Rama,
Aged about 25 years,
Residing at: No.20,
Meadows Apartments,
Majestic, Bengaluru- 560002.
Phone: 1234567890
Email: krishna@gmail.com

...COMPLAINANT

AND:

Online Scooter Pvt Ltd,
Having its registered office at:
No.100, 9th Block, 8th Main,
J.P Nagar, Bangalore-560024.
Represented by its Director.

...OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER
PROTECTION ACT 2019**

1. It is submitted that the Complainant is the owner of a Scooter bearing Registration No. KA-01-TT-1000. It was purchased on 14.06.2024 for a sum of ₹1,00,000/- The Scooter is delivered by the OP to the Complainant on the same day. The warranty period is for 5 years from date of purchase.

2. It is submitted that to the Complainant's shock and disappointment, the scooter started developing problems within

few days of purchase. The Complainant's Scooter on 25.10.2025 suddenly stopped working and displayed "System Error". The Complainant contacted OP's customer care but no proper resolution was given. Hence, the Complainant was constrained to arrange towing Services by paying ₹2,000/-. He took it to the service centre for getting the same repaired. The OP's staff received the scooter for repair.

3. It is submitted that on 27.10.2025, the OP' service centre staff raise an called the Complainant to receive his scooter as the repaid work has been completed. When the Complainant visited the OP's service centre, the OP's staff without any justification raised an Invoice for a sum of Rs.18,000/- even though the Scooter is well within warranty period. When the Complainant protested regarding arbitrary levy of charges during warranty period, the OP refused to return the Scooter.

4. It is submitted that this incident made the Complainant mentally distressed. Hence, the Complainant returned back home without having any other alternative. It is further submitted that Complainant is dependent upon the said scooter for his day-to-day travel to work. The illegal act of the OP started causing huge inconvenience. Hence, on 28.10.2025, the Complainant visited the OP's service center and made a payment of Rs.18,000/- under protest so as the secure the possession of the Scooter from the OP's service center.

5. It is submitted that on 29-10-2025, the Complainant was contained to issue a Legal Notice to the OP seeking refund and compensation. The same has been duly served on 30-10-2025. The OP has neither replied nor complied with the aforesaid Legal Notice.

6. It is submitted that the Opposite Party's actions clearly amount to negligence and deficiency in service, causing immense hardship to the Complainant. The Complainant was subjected to unnecessary harassment and financial burden and was compelled to pay amounts despite the scooter being well within the warranty period. Owing to the Opposite Party's failure to discharge its obligations in a fair and responsible manner, the Complainant suffered mental agony, inconvenience, and loss of valuable time. Hence, the Opposite Party is liable to refund a sum of ₹18,000/- paid by the Complainant, reimburse towing charges of ₹2,000/-, and further pay compensation of ₹50,000/- for mental agony and harassment suffered by the Complainant, which is just, reasonable, and proportionate to the deficiency in service committed by the Opposite Party.

7. The cause of action arose on 10.10.2025 when the Complainant purchased the Scooter bearing Registration No. KA-01-TT-1000 from the Opposite Party with a warranty of five years. It further arose on 25.10.2025 when the Scooter developed a system error and stopped functioning, compelling the Complainant to incur towing charges of ₹2,000/- due to the Opposite Party's failure to provide timely assistance. The cause of action continued on 27.10.2025 and 28.10.2025, when the

Opposite Party illegally raised a bill of ₹18,000/- during the warranty period and forced the Complainant to pay the same under protest to secure delivery of the Scooter. The cause of action further arose on 29.10.2025 upon issuance of a legal notice, which was neither replied to nor complied with, and continues to subsist till date.

8. It is submitted that the consideration of the Invoice does not exceed Rs.50,00,000/- (Rupees Fifty Lakhs) and hence this Hon'ble District Commission has pecuniary jurisdiction and since the Complainant resides at Bengaluru and also since the cause of action arose at Bengaluru as such, this Hon'ble Commission has territorial jurisdiction to try this matter.

9. It is submitted that the total amount claimed in this complaint does not exceed Rs.5,00,000/- (Rupees Five Lakhs) and therefore no court fees is payable as per Rule 7(2) of the Consumer Protection Rules, 2020. It is submitted that this Complaint is filed well within the period of limitation as prescribed under section 69 of the Consumer Protection Act, 2019. It is submitted that no other case is pending on the same cause of action before any other Court or Tribunal.

PRAYER

WHEREFORE, the Complainant prays that this Commission may be pleased to:

A) Direct the Opposite Party to refund a total sum of ₹20,000/- along with interest at the rate of 9% per annum from 28.10.2025 till realization;

B) Direct the Opposite Party to Pay a sum of Rs.50,000/- as compensation for the mental agony, harassment, and risk caused to my client's life;

C) Direct the Opposite Party to pay a sum of Rs. 30,000/-towards the litigation expenses of this case.

D) Pass such other orders as this Hon'ble Commission may deem fit and proper, in the facts and circumstances of the case, in the interest of justice and equity

Advocate for Complainant

Complainant

Bengaluru

Date:

VERIFICATION

I, Krishna, the Complainant herein declare that the statements made above are true and correct to the best of my knowledge, information and belief.

Bengaluru

Complainant

Date:

**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION AT BENGALURU URBAN**

C.C. _____ /2025

BETWEEN:

Mr. Krishna.

...COMPLAINANT

AND

Online Scooter Pvt Ltd

...OPPOSITE PARTY

VERIFYING AFFIDAVIT

I, Krishna, son of Mr. Rama, Aged about 25 years, residing at No.20, Medows Apartments, Majestic, Bengaluru- 560002, do hereby and solemnly affirm and state on oath as follows:-

1. I state that I am the Complainant in this case and I am fully aware of the facts of the above case. Hence, I am swearing to this Affidavit.

2. I state that the averments made in the accompanying Complaint at Paragraph Nos. 1 to 9 are true and correct to the best of my knowledge, information and belief.

The statements made above are true and correct to the best of my knowledge, information and belief.

Identified by me

Deponent

Advocate

Bengaluru

Date:

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LIST OF DOCUMENTS

S/N	PARTICULARS	PAGE
1.	The Scooter purchase Invoice.	
2.	A copy of RC Cad of Scooter	
3.	Screenshot showing scooter Delivery date.	
4.	Printout of Scooter Warranty.	
5.	Service Invoice issued by OP	
6.	Payment receipt for Rs.18,000/-	
7.	Towing Charges Invoice for Rs.2,000/-	
8.	Legal Notice dated 29-10-2025.	
9.	Postal receipt.	
10.	Postal Track status.	
11.	Certificate u/s 63 of Bharatiya Sakshya Adhinyam for all the electronic evidence.	

Bengaluru
Date:

Advocate for Complainant

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**CERTIFICATE UNDER SECTION 63 OF THE BHARATIYA
SAKSHYA ADHINIYAM, 2023.**

I, Krishna, son of Mr. Rama, Aged about 25 years, residing at No.20, Medows Apartments, Majestic, Bengaluru- 560002, do hereby and solemnly affirm and state on oath as follows:-

1. I state that I have produced printout of the of the following electronic records pertaining this case:

- a) .
- b) .
- c) .
- d) .

2. I say that printout of the above-mentioned electronic document is taken from the from “___ Computer/ Laptop” and the printouts produced herein were printed using “_____” printer.

3. The digital device/ the digital record source was under the lawful control for regularly creating, storing or processing information for the purposes of carrying out regular activities and

during this period, the computer or the communication device was working properly and the relevant information was regularly fed into the computer during the ordinary course of business. If the computer/digital device at any point of time was not working properly or out of operation, then it has not affected the electronic/digital record or its accuracy. The digital device or the source of the digital record is operated by me.

4. This certificate is therefore in compliance of Section 63 of the Bharatiya Sakshya Adhiniyam, 2023. The same may kindly be taken on record, in the interest of justice and equity.

Bangalore

Complainant

Date: